

LOS ALAMOS NATIONAL LABORATORY BIOLOGICAL MATERIAL TRANSFER AGREEMENT

THIS BIOLOGICAL MATERIAL TRANSFER AGREEMENT ("Agreement") is entered into by and between LOS ALAMOS NATIONAL SECURITY, LLC, a Delaware company having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545, hereinafter referred to as the PROVIDER, and RECIPIENT as defined Appendix A, hereinafter referred to as the "RECIPIENT," the parties to this Agreement being referred to individually as a "Party," and collectively as "Parties."

BACKGROUND

The PROVIDER conducts research and development at the Los Alamos National Laboratory for the U. S. Government under Contract No. DE-AC52-06NA25396 with the U. S. Department of Energy, National Nuclear Security Administration.

Certain MATERIAL has been developed in the course of the PROVIDER'S research and development at Los Alamos National Laboratory. In response to the RECIPIENT'S request, the PROVIDER is transferring this Material to RECIPIENT for use in scientific research as described in Article 3 of this Agreement.

AGREEMENT

1. "Material" as used herein means antibodies and/or plasmids encoding scFv or scFv proteins selected from the library described in Sblattero, D. & Bradbury, A. Exploiting recombination in single bacteria to make large phage antibody libraries. *Nat. Biotechnol.* 18, 75-80, (2000). The exact description of the antibodies and/or plasmids is defined in Appendix B.

MATERIAL also includes progeny and unmodified derivatives of the materials provided. Progeny means an unmodified descendent from the original material, such as virus from virus, cell from cell, or organism from organism. Unmodified derivative means substances created by RECIPIENT that constitute an unmodified functional subunit or product expressed by the original material, such as subclones of unmodified cell lines, purified or fractionated subsets of or the original material, proteins expressed by DNA/RNA supplied by PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

2. MATERIAL is proprietary and may embody the PROVIDER'S intellectual property.
3. The MATERIAL is the property of the PROVIDER and is made available pursuant to the contractual obligations of the PROVIDER to the U.S. Government under the Contract. In the event of a conflict between the terms of this Agreement and the Contract, the Contract terms will have precedence.

Technical Contact:

For matters concerning technical information regarding the MATERIAL, the following contact information should be used:

Principal Investigator: Andrew Bradbury, Ph.D.
Technical Division: Biosciences Division
Mailing address: POB 1663, Mail Stop M888
Los Alamos, NM 87545
Phone Number: (505) 665-0281
Email Address: amb@lanl.gov

Property Contact:

The Property Representative for this Agreement is Michael J. Shepherd or his/her designee. Any questions concerning the property provided, acquired, or used in the performance of this Agreement, other than technical information, should be addressed to his/her attention at the following e-mail address and/or telephone number: disposition@lanl.gov / (505) 665-8063. In addition, the Property Representative is authorized to take any action necessary to comply with the Federal Property Management Regulations, DOE Property Management Regulations, the Albuquerque Property Management instructions, the LANL Property Management Manual and the terms of this Agreement regarding the appropriate acquisition, use, loss, replacement, transfer or return of property furnished under this Agreement.

4. THE MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
5. The MATERIAL will not be further distributed to others without the PROVIDER'S written consent. The RECIPIENT will refer any request for the MATERIAL to the PROVIDER.
6. The RECIPIENT will use the MATERIAL in compliance with all applicable statutes and regulations.
7. RECIPIENT will not analyze the MATERIAL for composition.
8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here [*insert fee*].
9. In consideration for the MATERIAL, the RECIPIENT will
 - a. acknowledge the source of the MATERIAL in any publications reporting use of it; and
 - b. provide the PROVIDER with a report or abstract of any publication or disclosure to a third party referencing the MATERIAL, at least thirty (30) days prior to such publication or disclosure.

10. The Material is experimental in nature and is provided WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.
11. This Agreement will be effective for a period of one (1) year from the effective date of this Agreement. Either the RECIPIENT or the PROVIDER may terminate this Agreement upon thirty (30) days written notice; provided that termination will not relieve the RECIPIENT or the PROVIDER of any obligation or liability accrued hereunder prior to the effective date of such termination. Upon completion of use of the MATERIAL or upon termination of this Agreement, RECIPIENT will destroy the MATERIAL in RECIPIENT'S possession or, at the PROVIDER'S request, return to the PROVIDER the MATERIAL in RECIPIENT'S possession. The date, quantity, and method of destruction will be recorded and witnessed, and a copy of such record furnished to the PROVIDER.
12. Any payment, notice, or other communication required or permitted to be given to either party hereto will be deemed to have been properly given and to be effective on the date of delivery if delivered in person or by first-class certified mail, postage paid, to the respective address given below.
13. The PROVIDER may assign this Agreement without prior notice to a successor contractor designated by the U. S. Department of Energy/National Nuclear Security Administration for operation of the Los Alamos National Laboratory.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Authorized Official: Division Leader
Bioscience Division

Signature of Authorized Official

Date

Name of Provider Scientist: Andrew Bradbury, Ph.D.

Address for Notices

Technology Transfer Division
P.O.B. 1663, Mail Stop C334
Los Alamos, New Mexico 87545
ATTN: Licensing Administrator

APPENDIX A
RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Authorized Official: _____ (name)

_____ (title)

Signature of Authorized Official

Date

Name of Recipient Scientist:

Signature of Recipient Scientist

Date

Address for Notices to RECIPIENT:

APPENDIX B

Material Description